KADUR FOREST DIVISION.

Notification dated 13th November 1939.

It is hereby notified for general information that the right to prepare and remove timber from trees cut in the following plantation area of the State Forests in Kadur Division, for the year 1939-40 will be sold by public auction by the concerned Range Officer subject to the conditions mentioned below :—

Area cleared for plantations during 1939-40	Honne	Mathi	Nandi	Other kinds	Place of sale	Date of sale	Remarks
	C.ft.	C.ft.	C.ft.	C.ft.			
Sargode State Forest plantation near Kerehalla in Huligehalla F.S.	100	400	100	200	Range Forest Office, Mudgere.	4-12-39	More or less.

The sale will commence at 2 P.M. precisely, on the day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases :—

N.B.—It should be clearly noted that, the contractor should make his own arrangements for the removal of timber and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

N.B.—A working day is only of six hours.

2. Each bidder shall, before being permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale ; the deposit will be returned to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted shall, immediately after the close of the sale, pay 25 per cent of the bid amount less deposit already paid failing which, the right will be resold or the work carried out by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount, whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall prepare and remove the timber purchased by him before the end of March 1940.

(*b*) That he shall dress the logs on the spot. The District Forest Officer's decision regarding the overdressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*c*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*d*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*e*) That he will not be eligible for any refund of advance revenue if the minimum quantity so fixed of each species is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*f*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*g*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*h*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That if any tree which has been retained by the Departme' t is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*j*) That no operations shall take place in the forest after sunset and before sunrise.

(*k*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*l*) That he shall have no right whatsoever over the timber paid for but left unremoved after the end of March 1940.

(*m*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*n*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor, a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

N.B.—Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

Notification dated the 14th November 1939.

It is hereby notified for general information that the right for the collection and removal of the lops and tops of the trees in the following localities in the Kadur Division, for the year 1939-40 will be sold by auction by the Range Officer, Mudgere on 20th December 1939 subject to the conditions mentioned below :—

Locality.	Lops and tops of					Place of sale
	Teak	Honne	Mathi	Nandi	Other kinds	
	C.ft.	C.ft.	C.ft.	C.ft.	C.ft.	
Sargode State Forest F. S. Coupe 1939-40.	500	100	300	100	500	Range Forest Office, Mudgere.
Sargode State Forest Huligehalla F. S. Coupe 1939-40.		200	300	100	400	
Total	500	300	600	200	900	

Remarks :—More or less.

The sale will commence at 2 P.M. precisely, on the day and will be subject to the confirmation of the District Forest Officer in case of bids of Rs. 1,000 and below and of the Conservator of Forests in other cases :—

N.B.—(1) It should be clearly noted that the contractor, should make his own arrangements for the removal of timber and that the Forest Department will not undertake any responsibility in the matter of opening roads, etc.

(2) A working day is only of six hours.

2. Each bidder shall before being permitted to bid, be required to furnish a solvency certificate as under the Thangadi Sale Rules and deposit a sum of Rs. 100 (one hundred) as earnest money with the officer conducting the sale, the deposit will be returned to him at the close of the sale, if his bid is not accepted. The person whose bid is accepted, shall immediately after the close of the sale, pay 25 per cent of the bid amount less deposit already paid failing which, the right will be resold or the work carried out by the department at the risk of the defaulting bidder. He will be liable for the loss, if any, that may result by such resale or departmental working which will be recoverable from him as arrears of land revenue but he shall not participate in any gain.

3. Defaulters to the Department will not be allowed to bid at the sale.

4. The timber will be sold in terms of cubic feet (*i.e.*, the bidders will have to bid at so much per cubic foot of timber).

5. Power is reserved to the District Forest Officer or such other officer conducting the sale, as may be deputed by the District Forest Officer to accept or reject any bid without assigning any reason therefor.

6. Within a week from the date of intimation regarding the confirmation of the sale, the person whose bid is accepted shall deposit a sum of Rs. 100 (one hundred) or 25 per cent of the sale amount whichever is less, for each coupe as security towards the due fulfilment of his contract. He shall pay within that period the remaining 75 per cent of the contract amount due by him and execute an agreement on a stamped paper of proper value accepting the above terms and the terms specified below, failing which, the amount already paid will be forfeited to Government and the produce resold or worked by the department at his risk as noted in clause (2) *supra*. The security deposit or the balance thereof as may remain over shall be repayable to the contractor on his producing proof relieving him of any liability under the contract.

The following are the further conditions to which the contractor should bind himself :—

(*a*) That he shall prepare and remove the timber purchased by him before the end of March 1940.

(*b*) That he shall dress the logs on the spot. The District Forest Officer's decision regarding the overdressing of logs shall be final and the contractor shall pay such amount for wastage as may be fixed by the District Forest Officer.

(*c*) That only saws shall be used for cutting up the logs into required lengths and that only white wood, knots and flutes shall be removed while dressing the log and no unnecessary waste shall be caused.

(*d*) That he shall bind himself to pay in advance the value of the minimum quantity of timber to be fixed by the District Forest Officer and shall remove all marketable portions of a tree either in logs, pieces or poles.

(*e*) That he will not be eligible for any refund of advance revenue if the minimum quantity so fixed of each species is not removed, but any excess quantity removed shall be paid for at auction sale rate.

(*f*) That no timber prepared out of any tree shall be removed unless it is measured and stamped at the stump by the Range Officer or such other officer as the District Forest Officer may authorise and until it is duly paid for.

(*g*) That each consignment of timber shall be covered by a passport issued by the Range Officer or any other officer deputed by the District Forest Officer in this behalf.

(*h*) That he shall abide by the rules of the Department as regards the kindling of fires and shall hold himself responsible for any forest offences committed by his agents, employees or workmen.

(*i*) That if any tree which has been retained by the Department is felled, he shall pay a fine not exceeding Rs. 15 for each such tree.

(*j*) That no operations shall take place in the forest after sunset and before sunrise.

(*k*) That he shall not sublet the contract to anybody except with the written sanction of the District Forest Officer.

(*l*) That he shall have no right whatsoever over the timber paid for but left unremoved after the end of March 1940.

(*m*) That he shall maintain a register in the form prescribed by the District Forest Officer showing the number of trees felled and the outturn of timber from each of them and shall keep it open for the examination of Forest Officers above the grade of guards.

(*n*) That for any breach of any of the conditions of the contract by the contractor or his agents, the contract shall be void at the option of the District Forest Officer and that the latter may, after issuing to the contractor a notice of the cancellation of contract, enforce forfeiture of all or any part of the deposit and shall resell the right or work it departmentally at the risk of the contractor as in clause (2) *supra*. If the deposit or part thereof is so forfeited, it shall be immediately made good by the contractor.

Note.—Interest at 6½ per cent per annum will be levied on all arrears of amounts which are permitted be paid after the due date.

B. T. THIMMARAYAPPA,
District Forest Officer.

CHITALDRUG DISTRICT.

Abstract Notification dated 6th November 1939.

SALE OF KANKARI LIME STONE.

The attention of the public is invited to the detailed sale notification published in the *Mysore Gazette*, dated 16th November 1939, on page 2303, Part VI (place of sale being Sreerampur).

Abstract Notification dated 6th November 1939.

The attention of the public is hereby invited to the detailed notification, dated 6th November 1939, published on pages 2303-2304 of Part VI of the *Mysore Gazette*, dated 16th November 1939, calling for tenders for the purchase of the exclusive right of preparing charcoal out of Kamara trees marked for felling in the several Forests for the year 1939-40.

L. SRINIVASA MURTHI,
District Forest Officer.

ENGINEERING DEPARTMENT

BUILDINGS DIVISION, BANGALORE.

Abstract Notification.

The attention of the public is invited to the detailed notification published on page 2304 of Part VI of the *Mysore Gazette*, dated 16th November 1939, regarding the auction sale of sites in the proposed extension to the left of Bangalore-Hosur road or the road leading from the North gate of Lal-Bagh to the New Mental Hospital, Bangalore.